terests as such putative wife. The court grounds its decision on the following authorities: *Barkley* v. *Dumke,* 99 Tex. 150, 87 S. W. 1147; *Morgan* v. *Morgan,* 1 Tex. Civ. App. 315, 21 S. W. 154; *Lawson* v. *Lawson,* 30 Tex. Civ. App. 43, 69 S. W. 246; *Allen* v. *Allen* (Tex. Civ. App.) 105 S. W. 54; *Chapman* v. *Chapman,* 16 Tex. Civ. App. 382, 41 S. W. 533. In all of these cases the property in question, and in which the putative wife was given an interest, was property which the putative wife had helped acquire by her own efforts, as was suggested in the dissenting opinion of Dunklin, J., in the principal case. The Texas courts, however, adopting the Spanish civil law, are united in allowing a putative wife a one-half interest in all property acquired by the joint efforts of the two as long as she is ignorant of the existence of the former marriage. Louisiana also seems to have adopted this civil law doctrine but a different rule obtains in the other states. A woman acquires no rights by a marriage with a man who has a wife still living and not divorced. *Drummond* v. *Irish,* 52 Iowa 41, 2 N. W. 622. A second marriage by one of the parties to a former marriage, both of whom are in full life, is not voidable but absolutely void. *Heffner* v. *Heffner,* 23 Pa. St. 104. A marriage between parties one of whom has a living spouse, is null and void. *Brown* v. *Brown,* 90 Miss. 410, 43 South. 178; *Miller* v. *Prelle,* 122 Ill. App. 380; *Zaharka* v. *Geith,* 129 Wis. 498, 109 N. W. 552.

INJUNCTION—"SECONDARY BOYCOTT" ENFORCED BY MORAL SUASION NOT ENJOINED.—An employer and a labor union being involved in a labor dispute, the union called a strike against the employer, patrolled his place of business and threatened certain of his customers that if they did not cease to patronize him the union would boycott them in their business. The employer having obtained a general injunction against the union, on appeal it is *Held,* the injunction should be modified to allow the union to threaten the customers with boycott. (SHAW, J., dissenting as to the modification.) *Pierce* v. *Stablemen's Union, Local No.* 8,760 *et al.,* (1909), — Cal. —, 103 Pac. 324.

The so-called "secondary boycott" is generally defined as "an attempt, by arousing a fear of loss, to coerce others against their will to withhold from one denominated unfriendly to labor their beneficial intercourse." *Beck* v. *Teamsters' Protective Union,* 118 Mich. 497, 42 L. R. A. 407, 77 N. W. 13; *Toledo &c. R. R. Co.* v. *Penn.,* 54 Fed. 730, 19 L. R. A. 387. It is over this "secondary boycott" that the courts have split in such decided conflict. Though recognizing that the federal courts generally, and that President Taft in McClure's Magazine for June, 1909, are emphatic in declaring such combinations oppressive and illegal, the Supreme Court of California advances what it believes to be the truer and more advanced ground, that the right to withdraw their custom being legal, the right to notify others of an intention to carry out such right is also legal, as was stated in the case of *Parkinson Co.* v. *Buildings' Trade Council,* 154 Cal. 581, 98 Pac. 1027. The courts in the cases of *Butterick Pub. Co.* v. *Typographical Union,* 50 Misc, 1., 100 N. Y. Supp. 292, and *Lindsay* v. *Montana Fed. of Labor,* 37 Mont. 264, 96 Pac. 127, have gone far to uphold the ground advanced by this court, but there were no actual threats in those cases, but merely a general publication. The court

in the principal case goes so far as to say that the "secondary boycott" even where there are actual threats and a resulting injury is not illegal. See note upon this question, in 16 L. R. A. (n. s.) 85 to the case of *Hey* v. *Wilson,* 232 Ill. 389, 83 N. E. 928; also discussion in 7 MICH L. REV. 499.

INSURANCE—BUSINESS OF FIRE INSURANCE IS ONE AFFECTED WITH A PUBLIC INTEREST.—In a proceeding by the attorney general of New Jersey to have a combination of eight domestic and one hundred and thirteen foreign fire insurance companies, which fixed the premium rates to be charged by the constituent companies, etc., declared ultra vires, and praying for an injunction, *Held,* that the business of fire insurance as it is carried on in New Jersey, by corporations regulated by the state is so affected with a public interest that such corporations may be enjoined at the suit of the attorney general from carrying out such contracts as tend to injure such public interest. *McCarter, Atty. Gen.* v. *Firemen's Ins. Co. et al.,* (1909), — N. J. L. —, 73 Atl. 80.

The conclusion reached by the court well illustrates the attempt to adapt the common law to new conditions as they arise, and would seem to be the logical result of the reasoning in *Munn* v. *Illinois,* 94 U. S. 113. The property of the defendants was certainly "used in a manner to make it of public consequence and affect the community at large." By this decision corporations engaged in fire insurance are subjected to judicial control to a greater extent, in addition to the already existing control by the legislature. The principal case is also authority for the proposition that the elements commonly found where a business is affected with a public interest, such as the right of eminent domain, the duty to serve all alike, etc., are not essential but are generally the results of such interest. Most of these elements would have no place in a business such as fire insurance. It would also seem from this case that a business may be affected with a public interest without being a *public service* corporation in the strict sense; and see article by A. A. Bruce, *The Anthracite Coal Industry and the Business Affected with a Public Interest,* 7 MICH LAW REVIEW 627. An apparent contradiction of the doctrine of the principal case is found in *Queen Ins. Co. et al.* v. *Texas,* 86 Tex. 250. But this appears to be the result of a difference of opinion as to whether fire insurance is a business of great public utility, and there seems to be more reason for holding that it is than the contrary. That the business is carried on in New Jersey by corporations controlled and regulated by the state is a very important factor in the doctrine of the principal case also, and consequently it would not necessarily lead to the conclusion that "agreements among professional men," etc., would be void for like reason. The principle is a salutary one, and would probably work great good if extended to other kinds of business of like nature.

LIBEL AND SLANDER—LETTER TO BANK INSTRUCTING IT AS TO COLLECTION OF DEBT—NOT A PRIVILEGED COMMUNICATION.—Plaintiff's debt to defendant being overdue and unpaid, the defendant sent the plaintiff a letter containing a statement of his indebtedness. This letter remaining unanswered an unreasonable length of time, the defendant drew a draft on the plaintiff and